

REGULAR COUNCIL MEETING

A G E N D A

TOWN OF CHINCOTEAGUE

September 5, 2006 - 7:30 P.M. - Council Chambers - Town Hall

CALL TO ORDER

INVOCATION BY COUNCILMAN ROSS

PLEDGE OF ALLEGIANCE

AGENDA ADDITIONS/DELETIONS AND ADOPTION:

1. Consider Adoption of the Minutes
 - Regular Council Meeting of August 17, 2006 **(Page 2 of 56)**
2. Presentation & Resolution in Honor of Ronald Mason, (Former Councilman) **(Page 7 of 56)**
3. Accomack County Board of Supervisors Update (Honorable Wanda Thornton)
4. Resolution, Hazard Mitigation Plan, Town of Chincoteague, Virginia **(Page 8 of 56)**
5. Budget & Personnel Committee Report of August 8, 2006 (Council Woman Conklin) **(Page 10 of 56)**
The following action was taken by the Committee and will need to be acted upon:
 - Consider Amendment to Section 303 – Holidays, of the Employee Handbook
 - Consider Position Description for a Town Planner
6. Public Participation

UNFINISHED BUSINESS

7. Broadband Contract & Management Team **(Page 20 of 56)**
8. Corner lot set back requirements **(Page 52 of 56)**

NEW BUSINESS

9. Mr. Steve Katsetos & Tom Vasiliou request a possible deed of vacation **(Page 53 of 56)**
10. Mayor & Council Announcements or Comments

ADJOURN:

MINUTES OF THE AUGUST 17, 2006
CHINCOTEAGUE TOWN COUNCIL MEETING

Council Members Present:

John H. Tarr, Mayor
Anita Speidel, Vice Mayor
Nancy B. Conklin, Councilwoman
Terry Howard, Councilman
Ellen W. Richardson, Councilwoman
E. David Ross, Councilman
Glenn B. Wolffe, Councilman

Call to Order

Mayor Tarr called the meeting to order at 7:30 p.m.

Invocation

Councilman Howard offered the invocation.

Pledge of Allegiance

Mayor Tarr led the Pledge of Allegiance.

Agenda Additions/Deletions and Adoption

Councilman Wolffe motioned, seconded by Councilwoman Conklin, to adopt the agenda as presented. The motion was unanimously approved.

1. Approval of Minutes of the August 7, 2006 Regular Council Meeting.

Councilman Howard motioned, seconded by Councilwoman Conklin, to approve the minutes as presented. The motion was unanimously approved.

2. Safety and Transportation Committee Meeting Report of August 3, 2006.

Mayor Tarr gave a brief report on the Committee meeting. Councilman Wolffe motioned, seconded by Vice Mayor Speidel, to approve the minutes as presented. The motion was unanimously approved.

3. Public Works Committee Report of August 8, 2006.

Councilman Wolffe made a correction to the minutes; he stated that under item number one, *Mr. Wolffe* seconded the motion to approve the minutes of the previous Committee meeting. Councilwoman Richardson motioned, seconded by Councilwoman Conklin, to approve the minutes as corrected. The motion was unanimously approved.

4. Accomack-Northampton Planning District Commission (A-NPDC) Presentation (Broadband Communications).

Mrs. Barbara Schwenk of the A-NPDC presented Council with information from the Broadband Communications project on the Shore. She gave the definition of Broadband internet and explained the need for this type of communication on the Eastern Shore.

5. Public Participation.

- Mr. Fred Mueller asked Council to consider waiving the \$3,600 availability fee for his property on Pine Drive. He advised Council that a local contractor obtained a building permit for the new residence on Pine Drive in March 2006 and that neither he nor the contractor was informed that there were new fees in effect starting April 20, 2006. Mr. Mueller felt his situation was unique since he had obtained a building permit and met all of the requirements prior to April 20th, but did not apply for water service before the increase.
- Mr. Jim Frese commented that he was aware that the water rates were increasing, but did not understand until the meeting in which the new rates were adopted that the availability fees were being initiated as well. Mr. Frese also requested that Council fully support the Broadband project. Mr. Frese commented on the proposed zoning changes regarding pier structures, and he requested that Council not be as restrictive as the State regarding the regulations.
- Mr. Philip Martin commended Council on their response to Mr. Mueller's situation with the water service fees. He also commented on the Broadband presentation and the importance of the communication program to the community.

6. Proposed Zoning Change, Pier Structures.

Town Attorney Poulson advised that the Virginia Marine Resources Commission (VMRC) currently allows boat houses to cover a boat slip or boat lift (up to 700 square feet), and open-sided shelter roof structures and gazebos (up to 400 square feet) as a matter of right, unless otherwise prohibited by local ordinance.

Councilman Ross motioned, seconded by Councilwoman Conklin, to refer to the Planning Commission for their review and recommendations to Council, such recommendations only to be made after Notice and Public Hearing, a proposed zoning amendment that prohibits open-sided shelter roof structures, open-sided roof structure designed to shelter single boat slips and boat lifts, and that allows gazebo-type structures up to 400 square feet to be constructed and/or maintained on any dock, pier, or dock or pier platform in all districts.

Ayes – Ross

Nays – Conklin, Howard, Richardson, Speidel, Wolffe

Absent – None

The motion was defeated.

Councilman Wolffe motioned, seconded by Vice Mayor Speidel, that, giving consideration to the public necessity, convenience, general welfare, and good zoning practices, that the following proposed amendments to the Town of Chincoteague Zoning Ordinance be referred to the Town Planning Commission pursuant to Section 15.2-2285 for their recommendations, such recommendations to be made only after Notice and Public Hearing

in accordance with Section 15.2-2204 and that Section 2.96 be amended by adding the following paragraphs to the definition of **Main Use**:

A dock, including a boat lift(s), used in conjunction with the main use of a lot or structure, which is in compliance with all applicable County, State, and Federal regulatory and statutory provisions and permitted by all required agencies, is a secondary, incidental or accessory use or structure.

A gazebo-type structure erected on a lot, the specific location of which is not subject to the jurisdiction of the Accomack County Wetlands Board, the Virginia Marine Resource Commission, and/or the United States Army Corps of Engineers, and used in conjunction with the main use of a lot or permitted building is a secondary, incidental or accessory use or structure.

Further, the Planning Commission shall report its recommendations, with any explanatory materials, within ninety (90) days of its first meeting to consider the proposed amendments. The motion was unanimously approved.

Councilman Wolffe motioned, seconded by Councilwoman Conklin, that, giving consideration to the public necessity, convenience, general welfare, and good zoning practices, that the following proposed amendments to the Town of Chincoteague Zoning Ordinance be referred to the Town Planning Commission pursuant to Section 15.2-2285 for their recommendations, such recommendations to be made only after Notice and Public Hearing in accordance with Section 15.2-2204 and that the following sections of the zoning ordinance be amended as shown by the italicized language:

Section 3.2

Such other temporary or permanent use of land, buildings, or structures as may be permitted *by right or expressly enumerated special exception in any other (residential) district*, subject to the other applicable requirements of the Ordinance, pursuant to a special use permit by the Board of Zoning Appeals in accordance with Article VIII, Section 8.2.6 of this Ordinance.

Any temporary or permanent use of land, buildings, structures not permitted by right or by special exception by the Board of Zoning Appeals within the District shall only be permitted pursuant to a conditional use permit issued by the Town Council.

Section 3.5.2

Such other temporary or permanent use of land, buildings, or structures as may be permitted *by right or expressly enumerated special exception in any other (residential) district*, subject to the other applicable requirements of the Ordinance, pursuant to a special use permit by the Board of Zoning Appeals in accordance with Article VIII, Section 8.2.6 of this Ordinance.

Any temporary or permanent use of land, buildings, structures not permitted by right or by special exception by the Board of Zoning Appeals within the District shall only be permitted pursuant to a conditional use permit issued by the Town Council.

Section 3.8.10

Such other temporary or permanent use of land, buildings, or structures as may be permitted *by right or expressly enumerated special exception in any other (residential) district*, subject to the other applicable requirements of the Ordinance, pursuant to a special use permit by the Board of Zoning Appeals in accordance with Article VIII, Section 8.2.6 of this Ordinance.

Any temporary or permanent use of land, buildings, structures not permitted by right or by special exception by the Board of Zoning Appeals within the District shall only be permitted pursuant to a conditional use permit issued by the Town Council.

Section 3.11.5

Such other temporary or permanent use of land, buildings, or structures as may be permitted *by right or expressly enumerated special exception in any other district*, subject to the other applicable requirements of the Ordinance, pursuant to a special use permit by the Board of Zoning Appeals in accordance with Article VIII, Section 8.2.6 of this Ordinance.

Any temporary or permanent use of land, buildings, structures not permitted by right or by special exception by the Board of Zoning Appeals within the District shall only be permitted pursuant to a conditional use permit issued by the Town Council.

Section 4.2.3

Such other temporary or permanent use of land, buildings, or structures as may be permitted *by right or expressly enumerated special exception in any other (commercial) district*, subject to the other applicable requirements of the Ordinance, pursuant to a special use permit by the Board of Zoning Appeals in accordance with Article VIII, Section 8.2.6 of this Ordinance.

Any temporary or permanent use of land, buildings, structures not permitted by right or by special exception by the Board of Zoning Appeals within the District shall only be permitted pursuant to a conditional use permit issued by the Town Council.

Section 4.5.3

Such other temporary or permanent use of land, buildings, or structures as may be permitted *by right or expressly enumerated special exception in any other (commercial) district*, subject to the other applicable requirements of the Ordinance, pursuant to a special use permit by the Board of Zoning Appeals in accordance with Article VIII, Section 8.2.6 of this Ordinance.

Any temporary or permanent use of land, buildings, structures not permitted by right or by special exception by the Board of Zoning Appeals within the District shall only be permitted pursuant to a conditional use permit issued by the Town Council.

Further, the Planning Commission shall report its recommendations, with any explanatory materials, within ninety (90) days of its first meeting to consider the proposed amendments,

and as necessary, will also submit a definition of *conditional use permit*. The motion was unanimously approved.

7. Donation Request from North Accomack Soccer League.

Councilwoman Conklin motioned, seconded by Councilman Howard, to donate \$250 to the North Accomack Soccer League. The motion was unanimously approved.

8. Board of Zoning Appeals (BZA) Request.

Current zoning regulations require that a structure must be located a minimum of twenty-five feet from either street and/or right-of-way when the structure is located on a corner lot [where the property fronts two streets or right-of-ways]. The BZA agrees with the regulations in areas where the property is located adjoining two state roads; however, the Board has concerns when the structure is located along a state road and a private street or right-of-way. Therefore, the BZA has requested that Council send a letter to the Planning Commission requesting that the Commission review the matter at their September meeting.

Councilman Howard motioned, seconded by Councilman Wolffe, to postpone the BZA's request to send a letter to the Planning Commission and to have Staff research and review the matter and return to Council with a recommendation. The motion was unanimously approved.

9. Mayor & Council Announcements or Concerns.

- Police Chief Lewis announced that the 2nd Annual Ride-4-Kids will be on September 9th. He also requested that the Island Nature Trail be closed to the public from September 15 through October 22 for the annual Haunted Forest.
- Councilwoman Richardson announced that the Planning Commission will meet on August 22nd at 7:00 pm.
- Councilman Ross stated that he will be out of town next week, but may be reached by cell phone.
- Councilman Wolffe mentioned that he will not be able to attend the September 5th Council meeting.
- Councilman Howard announced that the Harbor Committee will meet on September 13th at 5:30 pm and that the Cemetery Committee will meet on September 26th at 5:30 pm.

Adjournment of Meeting

Mayor Tarr announced that the next meeting will be on September 5, 2006 at 7:30 pm. Councilwoman Richardson motioned, seconded by Councilman Howard, to adjourn the meeting. The motion was unanimously approved.

Mayor

Town Manager



RESOLUTION OF THE CHINCOTEAGUE TOWN COUNCIL

WHEREAS, Ronald A. Mason has served this community well as a member of the Town Council since July 1, 2002; and

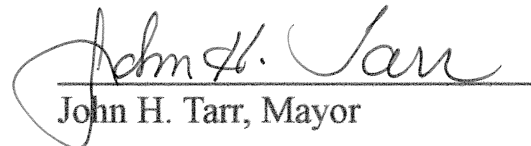
WHEREAS, his tenure on the Town Council has earned him the respect of the citizens of Chincoteague and people throughout Accomack County and the Commonwealth of Virginia; and

WHEREAS, as a member of the Town Council he has faithfully served as a member of Liaison Committee, the Bicycling Advisory Committee, as Chairman of the Public Works Committee, and as Chairman of the Harbor Committee; and


WHEREAS, the exemplary conduct and sense of fairness he has demonstrated in all capacities as Councilman has furthered the cause of better understanding, and has been an influence for good in the growth and progress of our community;

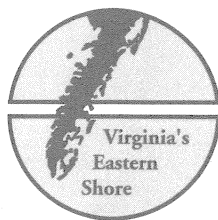
NOW, THEREFORE, I, John H. Tarr, by virtue of the authority vested in me as Mayor of the Town of Chincoteague, and speaking on behalf of the entire Town Council and all our citizens, do hereby tender this Resolution, extending our deep appreciation to Brother Ronald A. Mason. We wish him success in all future endeavors, and are grateful to have served with him.

DATED this 3rd day of July, 2006.


John H. Tarr, Mayor

Attest:


Robert G. Ritter, Town Manager



A-NPDC

ACCOMACK-NORTHAMPTON PLANNING DISTRICT COMMISSION

P.O. BOX 417 • 23372 FRONT STREET • ACCOMAC, VIRGINIA 23301

(757) 787-2936 • TOLL FREE (866) 787-3001 • FAX: (757) 787-4221

EMAIL: anpdc@anpdc.org • WEBSITE: www.a-npdc.org

MEMBERS

Gregory L. Duncan
Chairman

Andrew R. Barbour
Vice Chairman

Roland P. Bailey
Donald L. Hart, Jr.
Rev. Charles J. Kellam
C. Reneta Major
Sandra Hart Mears
Thomas E. Riennerth
Richard B. Tankard
John H. Tarr
Wanda J. Thornton
Gwendolyn F. Turner
Jeffrey K. Walker

COUNTIES

Accomack
Northampton

TOWNS

Accomac
Belle Haven
Bloxom
Cape Charles
Cheriton
Chincoteague
Eastville
Exmore
Hallwood
Keller
Melfa
Nassawadox
Onancock
Onley
Painter
Parksley
Saxis
Tangier
Wachapreague

EXECUTIVE DIRECTOR

Paul F. Berge, AICP

July 12, 2006

Mr. J Wesley Jeffries
6150 Community Drive
Chincoteague, Virginia 23336

Dear Mr. Jeffries:

The Accomack-Northampton Planning District Commission and Eastern Shore of Virginia Hazard Mitigation Committee have completed a final draft of the Eastern Shore of Virginia Hazard Mitigation Plan. The Plan was reviewed by FEMA and they have sent us a letter saying the plan meets the requirements of the Disaster Mitigation Act of 2000.

The Disaster Mitigation Act states that all jurisdictions must have an adopted and approved plan for some types of FEMA disaster funding, including mitigation funds and some public assistance funds. If no plan has been adopted by the locality and approved by FEMA these monies will not be available after a disaster occurs. I hope that you will review and adopt the plan. I have attached a draft resolution of adoption for your use. If the Town chooses to adopt, I will need to forward a copy to the Virginia Department of Emergency Management. You can send a fax to me at (757) 787-4221.

Thank you for your consideration of this request. If you have any questions or concerns, you can reach me at (757) 787-2936 x.114 or Leslie Ann Savage at (757) 787-2936 x.127.

Sincerely,

Elaine K. N. Meil

Elaine K. N. Meil
Director of Planning

cc: Paul F. Berge, AICP
Executive Director



RESOLUTION
HAZARD MITIGATION PLAN
TOWN OF CHINCOTEAGUE, VIRGINIA

WHEREAS, the Disaster Mitigation Act of 2000, as amended, requires that local governments develop and adopt natural hazard mitigation plans in order to receive certain federal assistance; and

WHEREAS, an Eastern Shore Hazard Mitigation Planning Committee comprised of members of the business community and non-profit organizations, and local officials was convened in order to study the Town's risks from and vulnerabilities to natural Hazard, and to make recommendations on mitigating the effects of such Hazard on the Town; and

WHEREAS, the Accomack-Northampton Planning District Commission developed a regional Hazard Mitigation Plan including the Town of Chincoteague; and

WHEREAS, the efforts of the Town of Chincoteague, Eastern Shore of Virginia Hazard Mitigation Plan Committee members and the Accomack-Northampton Planning District Commission have resulted in the development of a regional Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chincoteague Virginia, that the sections pertaining to Town of Chincoteague in the Eastern Shore Hazard Mitigation Plan dated June 2006, is hereby approved and adopted for the Town of Chincoteague, Virginia.

ADOPTED by the Council of the Town of Chincoteague, Virginia, this _____ day of _____, 2006.

APPROVED:

ATTEST:

**MINUTES OF THE AUGUST 15, 2006
BUDGET AND PERSONNEL COMMITTEE MEETING**

Members Present

Nancy B. Conklin, Chairwoman

Glenn B. Wolffe

Anita W. Speidel

1. Call to Order.

Chairwoman Conklin called the meeting to order at 5:30 p.m. She asked that the Committee dispense with the Invocation and the Pledge of Allegiance.

2. Agenda Adoption.

Councilman Wolffe moved, seconded by Vice Mayor Speidel to adopt the agenda as presented. The vote was unanimous.

3. Presentation by Auditor David Hughes, Robinson, Farmer, Cox.

Chairwoman Conklin introduced Mr. David Hughes from Robinson, Farmer, Cox. Mr. Hughes stated that his firm was her this week conducting the Town's annual audit. The records are in good condition. He was pleased to see that the Town had established a new enterprise fund for water with the adoption of the Fiscal Year '07 budget. He stated the Town had several bond proceeds and capital expenditures which his team has been reviewing. He noted that retirement benefits in the form of health insurance would be audited and recorded as a liability for the Town in Fiscal Year '10. Councilman Wolffe asked about the changes in the Personal Property Tax Relief, which Mr. Hughes explained. Mr. Hughes also stated that beginning January 1, 2007, the Town would not be receiving 911 taxes or telecommunications tax directly from providers, but the tax will be sent to the state rather and the state will distribute it based on a special audit he is required to conduct prior to October 1, 2006.

Mr. Hughes stated that the Town's staff would be receiving the draft audit in 60 to 90 days.

4. Amendment to Section 303 – Holidays, of the Employee Handbook.

- Councilman Wolffe moved, seconded by Chairwoman Conklin to recommend to Council an amendment to the Employee Handbook to add Good Friday as a paid holiday.

The Committee discussed that Good Friday is a recognized holiday by the state and Accomack County. The Committee felt this addition would be a morale booster for employees.

The motion was unanimously approved.

5. Donation to the North Accomack Soccer League.

Councilman Wolffe moved, seconded by Vice Mayor Speidel to recommend to Council that the Town donate \$250.00 to the North Accomack Soccer League.

Chairwoman Conklin stated that the Town last donated \$250.00 to the soccer league in 1997.

The motion was unanimously approved.

6. Position Description for Planner.

- Vice Mayor Speidel moved, seconded by Councilman Wolffe to send the position description for a Planner to Council and to allow the Town Manager to revise the Minimum Training Requirements section to state that a Masters Degree was desired and certified planning certificate was desired.

The motion was unanimously approved.

7. Donation of Sick Leave to the Sick Leave Bank.

Chairwoman Conklin recognized Mr. J. W. Jeffries. Mr. Jeffries asked the Committee to consider allowing him to donate his accumulated sick leave which will total approximately 300 hours to the Sick Leave Bank upon his retirement. He also asked the Committee to consider a policy that would allow an employee to donate all or a portion of his or her accumulated sick leave to the Sick Leave Bank upon leaving employment with the Town.

The Employee Handbook states that “unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.”

Councilman Wolffe asked if there was any policy that prohibited the donation. Since there is not, the Committee’s consensus was that Mr. Jeffries could donate his unused sick leave to the sick leave bank.

**TOWN OF CHINCOTEAGUE
DRAFT JOB DESCRIPTION**

POSITION TITLE: DIRECTOR OF PLANNING

GENERAL DESCRIPTION OF DUTIES

Under **general** direction, the purpose of the position is **to work with the Planning Commission and Town Council** to guide long range land use planning and natural resource management for Town of Chincoteague and to implement related programs and regulations, including zoning, subdivision, erosion and sediment control, and flood plain management. This Director **May also serve as the Town's Zoning Administrator at times**. Employees in this classification perform supervisory and skilled technical work **and are required to work with the public, including public presentations**. The person in this position is responsible for monitoring changes in state and federal law and updating Town ordinances, as necessary, for consistency; initiating, preparing, and guiding through the adoption process revisions to the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance; preparing a variety of agenda, records, and documentation; conferring with the **Town Manager** on zoning and subdivision topics; responding to public requests regarding land use management, natural resources, flood hazards, etc.; **enforcing compliance with the Town's zoning, subdivision, and County wetland ordinances; serving on a variety of committees and Boards; and** Performs related work as required.

SPECIFIC DUTIES AND RESPONSIBILITIES

EXAMPLES OF ESSENTIAL FUNCTIONS

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

Supervises, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals; trains employees.

At times enforces the Town's Zoning and Subdivision Ordinance and the Accomack County Wetlands Ordinance.

Prepares and manages departmental budgets.

May serve as Secretary to the Board of Zoning Appeals.

Reviews and approves site plans for compliance to the Zoning Ordinance and other ordinances and reviews and approves subdivision plats.

Determines flood zone elevations; reviews County wetland applications for completeness, including site visits for jurisdictional checks.

Secures GPS coordinates to determine physical addresses; determines zoning districts.

TOWN PLANNER

Investigates complaints for citizens.

Prosecutes violation of the zoning, subdivision ordinances; appears and testifies in court.

Monitors changes in state and federal law; updates Town ordinances as necessary for consistency.

Initiates, researches, prepares, presents and guides through the adoption process revisions to the Comprehensive Plan, Zoning Ordinance and Subdivision Ordinance.

Prepares agendas, informational items, staff reviews, etc., for Planning Commission meetings; reviews and prepares staff reports on subdivision applications, conditional use permits, and rezonings.

Confers with ***Town Manager*** and works with Zoning Administrator on zoning and subdivision topics.

Responds to public requests regarding land use management, natural resources, flood hazards, etc.

Oversees administration of Erosion and Sediment Control Program; performs site visits; reviews plans; processes permits.

Meets and confers with applicants regarding land use development permits; writes/types correspondence to applicants regarding land use development permits.

Makes presentations to the Town Council and the Planning Commission.

Performs special projects as requested by Town Council ***or*** Town Manager.

Applies for and administers grant funding for land use related activities.

Writes press releases and conducts media interviews; makes presentations to local civic organizations, as requested; prepares and submits advertising for Planning Commission public hearings.

Performs zoning map and flood map determinations.

Prepares annual NFIP CRS recertification application and documentation.

Analyzes parcel status, contacts property owners; prepares staff recommendations; conducts public meetings.

Represents the Town on various regional and state committees, studies, etc.; sits in on the Accomack-Northampton PDC, Safety & Transportation Committee; sits in on E.S. Soil and Water Conservation District Technical Advisory Committee; attends meetings and conferences related to land use planning and resource management.

Participates in planning and provides support to the Town's Emergency Services Division; assists in damage assessment during natural disasters.

MARGINAL FUNCTIONS

© Town of Chincoteague

TOWN PLANNER

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Answers the telephone and takes messages.

Makes copies on engineering copier; stuffs envelopes for Planning Commission meeting packets.

Troubleshoots computers and performs computer maintenance.

Performs related duties as required.

MINIMUM TRAINING AND EXPERIENCE

Bachelors degree in planning, or closely related field; supplemented by three (3) to five (5) years previous experience and/or training that includes professional planning; Experience with ESRI Arc Map 9.0 or greater, a master's degree in planning and/or AICP certification desirable; or an equivalent combination of education, training, and experience.

SPECIAL REQUIREMENTS

Possession of a valid driver's license issued by the Commonwealth of Virginia. Satisfactory completion of a DMV records check prior to employment.

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to review, classify, categorize, prioritize, and/or analyze data and/or information. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.

Human Interaction: Requires the ability to function in a supervisory/managerial capacity for a group of workers. Includes the ability to make decisions on procedural and technical levels.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to use, operate, and/or handle office equipment, such as a computer and printer, facsimile machine, copier, and telephone; and a motor vehicle.

Verbal Aptitude: Requires the ability to utilize a wide variety of descriptive data and information, such as State Code, planning and zoning texts, model ordinances and ordinances from other localities, soil maps, zoning and flood plain maps, CBLAD local assistance manual, and the Virginia Erosion and Sediment Control Handbook.

Mathematical Aptitude: Requires the ability to perform moderately complex algebraic and geometric operations; ability to utilize principles of basic probability and statistical inference.

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Functional Reasoning: Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership. Ability to exercise independent judgment to apply facts and principles for developing approaches and techniques to problem solution.

Situational Reasoning: Requires the ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable.

ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or work station.

Dexterity: Requires the ability to perform simple movements requiring moderate coordination, such as those required to operate office equipment and a motor vehicle.

Sensory Requirements: Some tasks require the ability to perceive and discriminate colors or shades of colors and depths. Some tasks require visual perception and discrimination, as well as oral communications ability.

Environmental Factors: Tasks may risk exposure to bright and dim light, but are regularly performed without exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, violence, disease, or pathogenic substances.

PERFORMANCE INDICATORS

The work performance of supervisory personnel of the Town of Chincoteague is routinely evaluated according to the performance criteria outlined herein:

Knowledge of Work: Has thorough knowledge of the methods, procedures and policies of the Town of Chincoteague as such pertains to the performance of the essential duties of Town Planner. Has thorough knowledge of principles and practices of rural and urban planning. Has thorough knowledge of the laws, ordinances, standards, and regulations pertaining to the essential duties and responsibilities of the position. Has considerable knowledge of the organization of the department, and of related departments and agencies. Clearly understands the occupational hazards and safety precautions required to perform the essential functions of the work. Has considerable knowledge of terminology and related professional languages used within the department as such pertains to work responsibilities. Knows how to maintain cooperative and effective relationships with intra- and interdepartmental personnel, as well as any external entities with whom position interacts.

Quality of Work: Maintains high standards of accuracy in performing duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains quality communication and interaction with intra- and interdepartmental personnel, and any external entities with whom position interacts.

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Quantity of Work: Performs described Essential Functions and related assignments efficiently and effectively in a manner to produce a quantity of work which consistently meets established standards and expectations.

Dependability: Assumes responsibility for completion of assigned functions. Completes assigned work within established deadlines in accordance with directives, policies, standards, and prescribed procedures. Maintains accountability for assigned responsibilities in the technical, human and conceptual areas.

Attendance: Attends and remains at work regularly and adheres to policies and procedures regarding absenteeism and tardiness. Provides sufficient notice to upper management with respect to vacation time and leave requests.

Initiative and Enthusiasm: Exhibits an enthusiastic, self-reliant and self-starting approach to meet job responsibilities and accountabilities. Strives to anticipate work to be accomplished, and initiates appropriate and acceptable action for the completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies issues or situations as they occur and specifies decision objectives. Identifies or assists in identification of alternative solutions to issues or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advisement where appropriate, and researches issues, situations, and alternatives prior to exercising judgment.

Cooperation: Accepts supervisory and managerial instruction and direction, and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences is justified, i.e., poor communications, variance with established policies and procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation both intra- and interdepartmentally.

Relationships with Others: Shares knowledge with managers, supervisors and co-workers for mutual benefit. Contributes to maintaining high morale among all employees. Develops and maintains cooperative and courteous relationships both intra- and interdepartmentally, and with external entities with whom position interacts. Tactfully and effectively handles requests, suggestions, and complaints in order to establish and maintain good will. Emphasizes the importance of maintaining a positive image.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Estimates expected time of completion for work elements, and establishes a personal schedule accordingly. Attends required meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules.

Safety and Housekeeping: Adheres to all established safety and housekeeping standards, to include regulatory entities. Ensures such standards are not violated.

Planning: Plans, coordinates and utilizes information effectively in a manner to improve activities and production. Knows and understands expectations regarding such activities and works to ensure such expectations are met. Develops and formulates ways, means, and timing to achieve

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established goals and objectives. Effectively and efficiently organizes, arranges, and allocates manpower, financial and other designated resources to achieve such goals and objectives.

Organizing: Efficiently organizes own work and that of subordinates as well. Ensures personnel under charge understand what results are expected of them, and that each is regularly and appropriately informed of all matters either affecting or of concern to them.

Staffing: Works with upper management, where appropriate, to select and recommend employment of qualified personnel. Personally directs the development and training of personnel under charge, ensuring their proper induction, orientation, and training.

Leading: Provides a work environment which encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership, as well as the application of such principles to functions under charge. Provides adequate feedback to personnel under charge concerning their performance in terms of excellent, satisfactory, or lacking. Commends and rewards personnel under charge for outstanding performance, and takes timely and appropriate disciplinary action as necessary. Exercises enthusiasm in influencing and guiding others toward achievement of established goals and objectives.

Controlling: Establishes and maintains a work environment which is orderly and controlled. Coordinates, audits, and controls manpower and financial resources efficiently and effectively. Coordinates, audits, and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of established standards, methods, and procedures.

Delegating: Assigns duties and responsibilities as necessary and/or appropriate to meet goals, enhance abilities of personnel under charge, build their confidence, and assist them in personal growth. Establishes and maintains confidence in personnel under charge to meet new or additional expectations.

Decision Making: Exercises discretion and judgment in developing and implementing courses of action affecting functions under charge. Recognizes when a particular policy, procedure or strategy does not foster the desired result. Moves decisively and explicitly to develop and implement alternatives.

Creativity: Regularly seeks new and improved methodologies, policies and procedures for enhancing the effectiveness of functions under charge. Employs imagination and creativity in the application of duties and responsibilities. Is not adverse to change that supports achievement of goals and objectives.

Human Relations: Strives to develop and maintain excellent rapport with personnel under charge. Listens to and considers their suggestions and complaints, and responds appropriately. Establishes a work environment to promote and maintain mutual respect.

Policy Implementation: Has a clear and comprehensive understanding of policies regarding functions under charge and the function of the organization. Adheres to all policies in the discharge of duties and responsibilities, and ensures the same for personnel under charge.

Policy Formulation: Maintains current knowledge of changes in operating philosophies and policies, and routinely reviews such policies to ensure any changes in philosophy or practice are appropriately incorporated into functions under charge. Recognizes and understands the

TOWN PLANNER

relationship between operating policies and practices and morale and performance. Strives to ensure established policies enhance same.

Employee's Signature

Town Managers Signature

Date

Date

The Town of Chincoteague is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, The town of Chincoteague will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

MEMORANDUM

TO: Mayor & Council

VIA: Budget & Personnel Committee

FROM: Robert G. Ritter, Town Manager

DATE: August 16, 2006

SUBJECT: Amendment to Section 303 – Holidays of the Employee Handbook

The budget and personnel committee has considered an additional paid holiday for employees at their meeting of August 15, 2006. Currently, the Town's Employee Handbook allows for ten paid holidays. The budget and personnel committee has approved an additional Holiday by adding Good Friday to the handbook. We believe this will increase employee morale. The Commonwealth of Virginia recognizes Good Friday as a paid holiday as does Accomack County. There will be minimal cost associated with this change because four police officers and four dispatchers will receive double time for working the holiday.

If the Mayor & Councils desires, a motion could possibly read as:

“ Move to adopt Good Friday as a day that the Town of Chincoteague recognize as an official holiday and include it in the Employee Handbook as a paid holiday.”

MEMORANDUM

TO: Mayor and Council

FROM: Robert G. Ritter, Jr., Town Manager

DATE: August 31, 2006

SUBJECT: Broadband Planning Contract and Management Team

At the August 17, 2006 Council meeting, Ms. Barbara Schwenk of the Planning District Commission updated Council on the Broadband Planning Grant. She mentioned the next step toward developing a telecommunication plan would be the signing of the contract for the planning consultant and appointment of the management team. The group working on this effort has spent several months in the contract process and has presented the contract documents to the Town for approval.

In addition, the Town will need to appoint a Management Team to work with the consultant on a telecommunication plan. Since the contract is for six months, this team will be very active toward this effort. Included in the Chincoteague grant area is Route 175 and Accomack County District 2 east of Route 13. The Route 175 corridor and Atlantic area was included for the NASA and Navy contractors working outside the NASA gate. Therefore, representatives from these areas should be included on the team. Staff feels that the team should have 5 to 7 members in order to distribute the heavy workload.

Staff recommends approval of the contract documents. If it is Council's desire, a motion could be to:

"Move to enter into a contract with Spotts, Stevens and McCoy, Inc. for the development of a telecommunications plan for the Town under the Community Development Block Grant in the amount of \$18,000.00 and to authorize the Town Manager to execute the contract documents and appoint a Telecommunication Management Team."

CONSULTING SERVICES
For The
Telecommunications Planning Services in Conjunction with
the Town of Chincoteague Broadband Project
(A COMMUNITY IMPROVEMENT PROJECT PLANNING GRANT)

By and Between
Town of Chincoteague, Virginia
And
Spotts, Stevens and McCoy, Inc.

THIS AGREEMENT entered into this 28th day of August 2006, by and between the Town of Chincoteague, Virginia, herein referred to as the “PUBLIC BODY” and Spotts, Stevens and McCoy, Inc., herein referred to as “the CONTRACTOR”, witnesseth;

WHEREAS, Community Development Block Grant funds (the “Community Improvement Project Planning Grant” or “Grant”) have been awarded under the small cities program to the PUBLIC BODY from the Virginia Department of Housing and Community Development (VDHCD) under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the PUBLIC BODY has entered into a Contract with the Virginia Department of Housing and Community Development to implement a comprehensive community improvement program within a six (6) month period to improve the Central Accomack County communities, known as the Telecommunications Planning Services in Conjunction with the Central Accomack Community Broadband Planning Project or “Project”; and

WHEREAS, the PUBLIC BODY has secured the services of the CONTRACTOR to provide certain management and consulting services in connection with the Project

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. **PUBLIC BODY Responsibilities:** It shall be the PUBLIC BODY responsibility to perform the follow services:
 - a. **General Support:** The PUBLIC BODY shall provide assistance to the CONTRACTOR for general administration of the project. Assistance shall include, but not limited to preparing and adopting all necessary pre-contract plans and policies, tracking project management plan milestones, arranging all meetings of the Project Management Team, and providing direction to the CONTRACTOR.

- b. **Financial Record Keeping:** The PUBLIC BODY will maintain the official set of financial records for the expenditures of the VCDBG money in this project. This record shall be made available to the CONTRACTOR for use in preparing all necessary reports. The CONTRACTOR will assist the PUBLIC BODY in these activities, as needed.
- c. **Data to be Furnished:** All information, communication, records, data and maps which are available to the PUBLIC BODY and which are needed by the CONTRACTOR in order to perform the required services, shall be furnished to the CONTRACTOR with no charge by the PUBLIC BODY.
- d. **Responding to Documents:** The PUBLIC BODY shall review and respond to documents received from the CONTRACTOR in a timely fashion to ensure an orderly development of the project.
- e. **The Contracting Party for Related Activities:** The PUBLIC BODY shall be the contracting party for all agreements and contracts associated with the project.

II. **CONTRACTOR'S Responsibilities:** The CONTRACTOR agrees to perform the following services for the Project under the authorization and direction of the Accomack-Northampton Planning District Commission, the PUBLIC BODY'S designated representative. The proposed scope of services includes project management assistance and consulting services to allow for completion within the six (6) month contract term allowed by VDHCD.

a. **Scope of Services:**

A Community Broadband Plan is the product that will be produced through this project and will include the following:

1. **Needs Assessment**

Includes gathering information on the current telecommunication needs and usage in the community, perform a gap analysis of existing telecommunications services in relation to demand and existing and future broadband availability, identify trends in use of broadband by existing and potential customers as well as any other pertinent trends, examine user rates, develop projections of future potential broadband service, and examine how the community's efforts relate to on-going and future regional telecommunication efforts.

2. **Broadband Education Development Strategies and End User Application Identification**

To build demand for broadband the community must have good community education and training programs. This element will investigate current programs available in the community, inventory current resources,

denote training gaps, and research and identify potential training partners to provide additional broadband education programs. In addition, the CONTRACTOR will identify common and customer specific broadband uses and applications and assist the PUBLIC BODY in developing a strategy for expanding their availability.

3. Last Mile Connectivity Solutions

“Last Mile” connectivity refers to the connection between the end user and the internet. This element should provide a variety of options for achieving this objective based on community needs and tie-in to the areas of economic development potential, education, and health care. Recommendations to reach outlying areas and remote sites shall also be included along with descriptions of capabilities of existing technologies. General coverage area for fiber optic transport with potential recommended last mile solution connectivity and recommendation of the proposed methodology to deliver service beyond fiber connections will be delineated.

4. Preliminary Design and Cost Estimates

Develop a preliminary design of a broadband telecommunications network outlining the type of installation, approximate percentage of each type, and preliminary cost range for each (fiber-optic cable, [aerial or buried], wireless, or other state-of-the-art technology), identify rights-of-way issues needing to be addressed in a future phase (this phase does not include any legal review or land survey work, but will include consideration of electric cooperative rights of way if that data is made available to CONTRACTOR) identify the major network component that specifications will need to address in a future phase, and include preliminary cost range estimates for construction of the proposed solutions. This element also includes GIS mapping of the following: a) mapping the routes of existing telecommunications infrastructure where provided that will be pertinent to design and implementation planning and decision making, b) public and private right-of-ways where identified, provided and readily known or proposed, c) areas of need, and d) preliminary proposed infrastructure routes of “Last Mile” solutions (base mapping will be provided).

5. Organization and Network Operation Options

This element should provide a comprehensive presentation of the possible organizational/ownership structures for proposed broadband infrastructure networks – including but not limited to (as allowed by Virginia Law) owner/operator, public-private partnerships, lease-hold agreements. All options should include potential staffing requirements, general legal requirements (no specifics or legal review/opinion by a law firm is required), maintenance, and budgeting estimates. In addition, the CONTRACTOR should identify all readily known Internet service providers

in the community and investigate their willingness to be a provider on future network projects.

6. Funding Strategies for Future Implementation Projects

Provide information on the availability and relevance of potential funding sources for any future projects that arise from the recommendations in the Plan. This includes available governmental sources, foundations, and private resources, where such information is readily available.

7. Required Process Elements

This project will require a public meeting, a minimum of once-monthly meetings with the project management team on the Eastern Shore held in person when the CONTRACTOR (or subcontractor identified under section XIII) is on site or by conference call when the CONTRACTOR is not on site, verbal weekly updates to a project manager/representative against project milestones, and the end-product will be the property of the PUBLIC BODY, with the exception of any proprietary and/or confidential information which has been so identified by third parties supplying the information to CONTRACTOR and proprietary and/or confidential information of the CONTRACTOR such as computer programs written by CONTRACTOR.

The detailed method of execution of the foregoing obligations is set forth in the proposal attached as Exhibit A-1, which is hereby incorporated in and made a part of this Agreement.

III. **Time Of Performance:** The term of this agreement shall be on or about August 28, 2006 through February 28, 2007 or under receipt of the conditional close-out of the Community Improvement Grant. All services outlined in this agreement shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purpose of this contract and in keeping with the timeline in the VDHCD-approved Project Management Plan.

IV. **Compensation And Method Of Payment:** The total cost for all services provided for under this contract for the Project is the Lump Sum Fixed Fee of Eighteen Thousand Dollars (\$18,000) for all services and all costs. Additional services will only be pursuant to a written and duly executed change order, and no individual or organization other than the PUBLIC BODY is authorized under any circumstances to approve any change in the scope of work or the payment schedule.

Subject to the foregoing, PUBLIC BODY shall pay to the CONTRACTOR the following:

- a. CONTRACTOR will make every effort to provide a deliverable with substantial completion of the following milestones and submission of the

corresponding deliverables by the scheduled preliminary completion date identified. PUBLIC BODY agrees to compensate CONTRACTOR monthly during the term of the contract based upon a percent complete upon satisfaction that substantial progress has been made. While CONTRACTOR will make every reasonable effort to complete the milestones by the preliminary completion date, because most milestones are dependent upon completion of other milestones, and because this project is a lump sum fixed fee compensation method of payment for completion of a comprehensive Community Broadband Plan, in the event the CONTRACTOR fails to substantially complete a milestone by the Preliminary Completion Date, the PUBLIC BODY may withhold payment to the CONTRACTOR for that particular milestone for the same period time it took for the CONTRACTOR to substantially complete the milestone. In other words, if the milestone is substantially completed 2 weeks after the scheduled Preliminary Completion Date, the PUBLIC BODY may extend the payment due date 2 weeks beyond the scheduled due date. PUBLIC BODY also acknowledges that changes may be necessary to integrate all of the results into the final, comprehensive Community Broadband Plan by the final completion date of February 28, 2007 .

Month of Work	Milestone Completion	Milestone Preliminary Completion Date	Milestone Estimated Completion Percentage	Estimated Project Completion Percentage	Payment Due Date	Estimated Monthly Payments	Accumulative Payments Owed
Sep	Work in Progress			12%	Sep Invoice Due By Nov 17, 2006	\$2,160	\$2,160
Oct	Work in Progress			26%	Oct Invoice Due By Dec 22, 2006	\$2,520	\$4,680
Nov	Work in Progress			42%	Nov Invoice Due By Jan 19, 2007	\$2,880	\$7,560
Dec	#1: Needs Assessment	Dec 22, 2006	100%	60%	Dec Invoice Due By Feb 16, 2007	\$3,240	\$10,800
	#2: Broadband Education Development Strategies and End-User Application Identification	Dec 22, 2006	100%				
Jan	Work in Progress			80%	Jan Invoice Due By March 23, 2007	\$3,600	\$14,400
Feb	#3: Last Mile Connectivity Solutions	Feb 16, 2007	100%	100%	Feb Invoice Due By April 20, 2007	\$3,600	\$18,000

	#4: Preliminary Engineering Design and Cost Estimates	Feb 16, 2007	100%				
	#5: Organization and Network Options	Feb 21, 2007	100%				
	#6: Funding Strategies for Future Implementation Projects	Feb 21, 2007	100%				
	#7: Required Process Elements	Feb 28, 2007	100%				
	Total			100%		\$18,000	\$18,000

Invoices detailing work performed that allows the PUBLIC BODY to determine satisfactory progress was made shall be submitted during the first week of the month a payment is due. The invoices shall contain a descriptive summary explanation on work performed and the amount being invoiced for payment, but in accordance with the agreed upon Lump Sum Fixed Fee arrangement, no detailed breakdown by individual, units, unit rates, etc. will be required. **Notwithstanding anything to the contrary set forth herein, the cumulative total of the payments to the Contractor over the term of this Agreement shall not under any circumstances exceed Eighteen Thousand dollars and 00/100ths (\$18,000.00) without an authorized change order which has been proposed by the CONTRACTOR or PUBLIC BODY and agreed to and executed by the CONTRACTOR and approved and executed by the PUBLIC BODY.**

- b. The CONTRACTOR's services shall begin on the 28th day of August, 2006. It is understood that a public hearing (meeting) will be held when the project is sufficiently completed to review and receive input from the public (tentatively scheduled February 19, 20 or 21, 2007), a draft plan will be submitted by February 21, 2007, and all project activities and the final report must be completed no later than February 28, 2007.
- C. If the PUBLIC BODY does not approve the draft of the report, it will notify the CONTRACTOR promptly in writing as to the reasons and CONTRACTOR shall take steps, within reason, to address the concerns of PUBLIC BODY. Upon delivery of the final copy of the report to PUBLIC BODY and its acceptance and approval, CONTRACTOR will submit an invoice for the balance due on the contract. In the event the PUBLIC BODY does not accept and approve the final report, It is understood that

the PUBLIC BODY may withhold 20% of the total contract amount until acceptance and approval of the final report. If the PUBLIC BODY does not accept and approve the final report, it will promptly notify the CONTRACTOR in writing as to the reasons why and CONTRACTOR shall take steps, within reason, to address the concerns of PUBLIC BODY.

- V. **Direct Expenses:** This will be a Lump Sum Fixed Fee contract without additional direct expenses unless such expenses are specifically authorized by the PUBLIC BODY prior to their incurrence.
- VI. **Retention of Cost Records:** The CONTRACTOR shall maintain all cost records relating to this project and make such records available to the PUBLIC BODY upon request. Such records shall be maintained for a period of five (5) years from final close-out of the CIG grant and shall be made available for inspection and audit during regular business hours. The PUBLIC BODY will be responsible for notifying the CONTRACTOR as to when final closeout has been achieved.
- VII. **Federal and State Agreement Requirements:** The CONTRACTOR shall abide by all applicable Federal and State Agreement Requirements, as found in subparts A-H, also known as "Attachment to All Non-construction Contracts", which are attached and made part of this contract.
- VIII. **Status of Project Documents:** All project documents produced under this Agreement shall become the property of the PUBLIC BODY upon final close-out of the CIG grant, with the exception of any proprietary and/or confidential information. The CONTRACTOR is entitled to permanently retain appropriate copies of all project documents for reference purposes.
- IX. **Correspondence:** Any notice or communication required or allowed by this agreement shall be sent to the parties given below:

For CONTRACTOR
Attn: Keith A. Hill, P.E.
Spotts, Stevens and McCoy, Inc.
1047 N. Park Road
Reading, PA 19610-0307

For PUBLIC BODY
Attn: Barbara Schwenk
Accomack-Northampton Planning District Commission
P.O. Box 417 23372 Front Street
Accomack, Virginia 23301

- X. **Termination of Contract:**
- a. **Termination for Default:** If the CONTRACTOR fails to perform the services specified in this agreement or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the PUBLIC BODY may terminate this agreement for default. The PUBLIC BODY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default and pay CONTRACTOR within 30 days of said Notice of Termination for services performed satisfactory up to and including the effective Notice of

Termination as documented. If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the PUBLIC BODY. Both PUBLIC BODY and CONTRACTOR agree to sincerely attempt resolution of payments owed for services performed by CONTRACTOR that are in dispute by PUBLIC BODY. The rights and remedies of the PUBLIC BODY and CONTRACTOR provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract for payments in dispute or any other provisions of this agreement.

- b. **Termination for Funding Loss:** Either party, by written notice, may terminate this agreement upon determination of program fund depletion or program termination by VDHCD. In such event, the CONTRACTOR shall be paid for all services performed up to and including the effective termination date.
- c. **Opportunity to Cure:** The PUBLIC BODY in the case of a termination for breach or default, will allow the CONTRACTOR ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

XI. **Delays:** The CONTRACTOR shall notify, in writing, the PUBLIC BODY as soon as the CONTRACTOR has knowledge, that an event has occurred which would reasonably be expected to delay the completion of the services to be provided. The CONTRACTOR shall not be held liable for delays caused by the actions of any other party, provided that the delays were not reasonably foreseeable and could not have been avoided by the exercise of reasonable diligence, and provided further that PUBLIC BODY's payment obligations will be suspended for the duration of the delay if such delay was not caused by the PUBLIC BODY. In the event a delay occurs beyond the control of the CONTRACTOR or PUBLIC BODY for more than 90 days, the CONTRACTOR shall be paid for all services performed and shall be entitled to be relieved of all obligations under this agreement.

XII. **Standard of Care:** The CONTRACTOR shall provide advice, consultation, and services to PUBLIC BODY in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing at the time the services are provided under this contract.

- XIII. **Assignability:** The CONTRACTOR shall not assign or subcontract any interest in or obligation under this agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the PUBLIC BODY thereto; provided, however, that such consent shall not be unreasonably withheld. While completing all obligations under this agreement will remain the responsibility of the CONTRACTOR, the PUBLIC BODY hereby grants its consent to CONTRACTOR to subcontract with Icon Broadband Technologies of Woodstock, Georgia; Communications Consulting Services, Inc. of Factoryville, Pennsylvania; and Ryan, Russell, Ogden & Seltzer LLP of Wyomissing, Pennsylvania at the discretion of the CONTRACTOR.
- XIV. **Binding on Parties:** This agreement shall be binding on the parties hereto, their respective heirs, devisees and successors and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing signed by the duly authorized agent or agents who executed this agreement, provided, however, that notwithstanding anything herein that may be to the contrary, the PUBLIC BODY is not committing, and shall not be obliged to act in any way contrary to the conventions or dictates of public policy.
- XV. **Governing Law:** This agreement shall be governed by and construed, interpreted, and endorsed in accordance with the laws of the Commonwealth of Virginia.
- XVI. **Entire Agreement:** This writing contains all the agreements between the parties and there are no agreements, representations of warranties, except as contained herein. This agreement may not be amended except in writing, signed by both parties.

IN WITNESS WHEREOF the PUBLIC BODY and the CONTRACTOR have executed this agreement as of the date first written above.

Witness

Robert G. Ritter, Jr.
Town Manager
Town of Chincoteague, Inc.

Witness

Keith A. Hill, P.E.
Vice President
Spotts, Stevens and McCoy, Inc.

ATTACHMENT TO ALL NON-CONSTRUCTION CONTRACTS

Subpart A: Equal Employment Opportunity

1. Executive Order 11246, as amended (Contracts/subcontracts above \$10,000)

a. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers ' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. Subcontracts

Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

Subpart B: Title VI Of The Civil Rights Act Of 1964, As Amended

All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Subpart C: Section 109 of the Housing and Community Development Act of 1974, as Amended

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under

any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity.

Subpart D: Section 3 of the Housing and Urban Development Act of 1968

(Applicable to all contracts/subcontracts)

1. The Section 3 covered Project Area for this PROJECT is designated as the boundaries of Chincoteague and Accomack County, District 2 east of Rt. 13.
2. The work to be performed under this contract is on a project assisted under a program providing direct financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the *Housing and Urban Development Act of 1968*, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.
3. The parties to this contract will comply with the provisions of said Section 3 and the procedures for compliance issued pursuant thereto by the Virginia Department of Housing and Community Development set forth in this section to wit:
 - a. The PUBLIC BODY and the CONTRACTOR shall analyze the tasks to be performed under this CONTRACT and identify: (1) the opportunities for training and employment of lower income residents of the project area, and (2) contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.
 - b. After determining what services can be provided by area residents and/or area businesses:
 - (1) The CONTRACTOR will fill all vacant trainee positions to the greatest extent feasible with residents of the project area to the extent such residents are available. And, the CONTRACTOR shall fill all employment positions to the greatest extent feasible with residents of the project area to the extent such residents are available and meet the generally accepted qualifications for the position(s) needed to be filled.

- (2) The CONTRACTOR will procure to the greatest extent feasible all materials, equipment and services necessary for the implementation of the PROJECT from business concerns located in or substantially owned by residents of the project area to the extent that such items are available, and of comparable quality and cost.
- c. The CONTRACTOR shall not circumvent these Section 3 requirements by:
 - (1) Filling vacant trainee or employment positions in its organization immediately prior to undertaking work on the PROJECT; or
 - (2) Entering into procurement contracts immediately prior to undertaking work on the PROJECT.
4. The CONTRACTOR shall send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice of advising the same of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
5. The CONTRACTOR will include this Section in every subcontract for work in connection with this PROJECT and will at the direction of the PUBLIC BODY take appropriate action pursuant to the SUBCONTRACT upon a finding that the SUBCONTRACTOR is in violation of these provisions. The CONTRACTOR will not subcontract with any SUBCONTRACTOR where it has notice or knowledge that the latter has been found in violation of Section 3 of the Housing and Urban Development Act of 1968, and will not let any SUBCONTRACT unless the SUBCONTRACTOR has provided it with a preliminary statement of ability to comply with this Section.
6. Compliance with the provisions of Section 3 and the provisions of this Section shall be a condition of the Federal financial assistance provided to the PROJECT, binding upon the PUBLIC BODY for such assistance. Failure to fulfill these requirements shall subject the PUBLIC BODY, its contractors, its subcontractors and its successors to those sanctions specified by the grant agreement or contract through which Federal assistance is provided.
7. The parties to this CONTRACT verify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

Subpart E: Records Retention

The CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this contract during the period of this contract and for five (5) years from the date of final payment; except, if any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Subpart F: Provisions Required by Law Deem Inserted

The provisions of Article 4 (Ethics in Public Contracting), Chapter 7 of Title 11 of the Code of Virginia, as amended, is hereby incorporated by reference and each and every other provision of law and clause required by law to be inserted herein shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein.

Subpart G: Immigration Reform and Control Act of 1986

The Contractor agrees by signing this contract that he/she does not and will not during the performance of this contract violate the provisions of the *Federal Immigration Reform and Control Act of 1986*, which prohibits employment of illegal aliens.

Subpart H: Access to Records

The Public Body, the Virginia Department of Housing and Community Development, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Inspector General, and the General Accounting Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

“Exhibit A-1”

August 21, 2006

Barbara Schwenk, Economic Development Coordinator
Accomack-Northampton Planning District Commission
23372 Front Street
P.O. Box 417
Accomack, VA 23301

Re: Telecommunications Planning Services for the Town of Chincoteague Broadband Planning Project;
SSM File P-06-349 (2nd Revision of Proposal)

Dear Ms. Schwenk:

Spotts, Stevens and McCoy, Inc. (SSM) [hereinafter referred to as “CONTRACTOR”] and Icon Broadband Technologies (IBT) are pleased to provide this fee proposal for the revised scope of services for the Town of Chincoteague [hereinafter referred to as “PUBLIC BODY”] Broadband Planning Project. The proposed lump sum fee for the outlined scope of work is Eighteen Thousand Dollars (\$18,000). This second revision of the proposal is based upon, and incorporates, the outcome of our telephone conference call with representatives (Joe and Matt) of the Virginia Department of Housing and Community Development (VDHCD) on Friday, August 11, 2006. In addition, a draft of a proposed Consulting Services Agreement is also provided for consideration and execution if acceptable.

The proposal is arranged to address the seven (7) milestones contained in the RFQ with task descriptions and proposed method to accomplish each task. In addition, tentative dates are provided for preliminary and final completion of each milestone. Per your request regarding completing some of the milestones during the six (6) month project at different intervals to the extent that the community can submit for reimbursement of expense to VDHCD, the CONTRACTOR has tentatively scheduled preliminary completion of the milestones as follows assuming the agreement is executed and SSM receives a notice to proceed by August 28, 2006, as well as timely receipt from the PUBLIC BODY all requested information and decision making. The final completion date for all milestones is February 28, 2007.

<u>Milestone Description</u>	<u>Preliminary Completion Date</u>
Milestone 1: Needs Assessment	December 22, 2006
Milestone 2: Broadband Education Development Strategies and End-User Application Identification	December 22, 2006
Milestone 3: Last Mile Connectivity Solutions	February 16, 2006
Milestone 4: Preliminary Engineering Design and Cost Estimates	February 16, 2007
Milestone 5: Organization and Network Options:	February 21, 2007
Milestone 6: Funding Strategies for Future Implementation Projects	February 21, 2007
Milestone 7: Required Process Elements	February 28, 2007

The PUBLIC BODY’s RFQ makes it almost impossible to complete the milestones separately because for example Milestone 6: Funding Strategies are to be based on the recommendations of the plan, and portions of Milestone 2: End-User Application Identification utilizes the response from Milestone 1: Needs Assessment, etc. The CONTRACTOR will make every effort to provide a deliverable with substantial completion of the above milestones and submission of the corresponding deliverables by the scheduled preliminary completion dates identified. From our discussions and resolution of the compensation issue, the PUBLIC BODY agrees to compensate the CONTRACTOR monthly during the term of the contract based upon a percent complete upon satisfaction that substantial progress has been made. While the CONTRACTOR will make every reasonable effort to complete the milestones by the preliminary completion dates, because most milestones are dependent upon completion of other

milestones and because this project is a lump sum fixed fee compensation method of payment for completion of a comprehensive Community Broadband Plan, in the event the CONTRACTOR fails to substantially complete a milestone by the Preliminary Completion Date, the PUBLIC BODY may withhold payment to the CONTRACTOR for that particular milestone for the same period time it takes for the CONTRACTOR to substantially complete the milestone. In other words, if the milestone is substantially completed 2 weeks after the scheduled Preliminary Completion Date, the PUBLIC BODY may extend the payment due for that particular due date 2 weeks beyond the scheduled due date. The PUBLIC BODY also acknowledges that changes may be necessary to integrate all of the results into the final, comprehensive Community Broadband Plan by the final completion date of February 28, 2007.

Finally to reemphasize what we discussed when the CONTRACTOR references preliminary completion of a milestone, what is intended is significant completion. As the final project documents are developed, changes may be necessary to integrate all of the results into the final, complete Community Telecommunications Plan.

You indicated in your 7/12/2006 and 7/21/2006 e-mails that only an \$18,000 budget is available to complete the project. This amount is less than the \$19,450 originally proposed and to compound the problem, additional scope of services not originally requested and identified is being requested. Typically a project requiring these many tasks would cost much more than even the \$19,450. You inquired whether there were tasks that could be completed at the local level by the community or steering committee level to help mitigate expense. The consulting team looked at numerous options to help the community meet the \$18,000 budget and have identified some tasks and wish to additionally clarify the extent of some of the scope of work.

If these reductions and changes to the scope of the project are made, the resulting Community Telecommunications Plan will provide the framework for more detailed work which would be necessary before construction of the project. Importantly, I believe the revised scope incorporates the elements required by VDHCD for funding as discussed during our August 11th telephone conversation, modifying only those which are ancillary to the purposes of those grants. Please advise me if you and the managing team disagree and feel the scope needs to be further modified.

The following suggested changes to the scope of the project would maintain the essential elements while staying within the available budget:

1. The PUBLIC BODY or steering committee would conduct and complete in its entirety the income survey/verification that was added to the scope of work. An income survey is required to be included as part of the assessment survey to determine low-and moderate income status of potential beneficiaries and/or the economic and physical blight of a potential redevelopment area, i.e., a downtown in need of revitalization.

It is our experience on Community Development Block Grant (CDBG) grant projects that most of the local property owners would be unlikely to disclose income information to a CONTRACTOR, but may to the PUBLIC BODY. In addition, if the community received CDGB grant money in the past, the PUBLIC BODY probably already has a good understanding of what neighborhoods qualify for the expenditure of CDBG money and what it would take to satisfy the VDHCD. If the CONTRACTOR were required to complete this task, the additional fee would be \$2,000.

2. The guidelines from VDHCD clearly state that VDHCD will only invest implementation monies in "Last Mile" broadband connectivity solutions for business, medical and educational facilities, i.e., the final leg of connectivity from a communication provider to a customer and the assessment should concentrate on the businesses, schools, and health care facilities, identifying the types of

applications used and number of employees and users. Yet the guidelines also state residential areas should not be excluded because there could be several home-based businesses identified. Also while the RFQ requested options for achieving last mile connectivity based on community needs to tie-in public safety, this is not required under the guidelines of VDHCD.

The CONTRACTOR proposes that while the needs assessment survey will sample both potential business and residential end-users, the surveys will be more heavily weighted to the business, medical and educational facilities. If the PUBLIC BODY safety agencies want to respond to the survey, their responses can be addressed in the needs assessment findings. From the position stated by the guidelines, as well as the conference call with VDHCD, it is likely that CDBG money would not be allowed to be spent on connecting a few home-based businesses. VDHCD did note that while CDBG money could not be used for last mile connectivity solutions, communities may seek other funding sources to meet this need. Last mile connectivity options for remote residential will be addressed in narrative within the broadband planning document.

3. The PUBLIC BODY will provide the CONTRACTOR with electronic address lists for mailing of surveys to residents, businesses, health care facilities and education institutions. For the non-residential cases, response will be greatly improved if a contact name is also provided. If the PUBLIC BODY cannot provide the lists and the CONTRACTOR needs to buy the mailing lists, an additional fee of \$500 would apply.
4. A representative of the CONTRACTOR and/or approved subcontractor(s) will be on-site for the following six events and will be available to meet with the PUBLIC BODY or steering committee during these visits. Other reports to the PUBLIC BODY or steering committee will be made by conference call.
 - Project Kick-Off (Keith Hill, SSM Scheduled)
 - On-Site Make Ready Work Assessment and Concurrent Meeting with Economic Development Representatives (CCS and Keith Hill Scheduled)
 - On-Site Meetings with Service Providers (Mike Bowers, ICON Scheduled)
 - Meeting with the Steering Committee to Review Options (Keith Hill Scheduled)
 - Required Public Hearing [actually a public input meeting] (Judy Bentley, ICON Scheduled)
 - Final Presentation of Report (Keith Hill Scheduled)

The CONTRACTOR's representative may be different, depending on the event, but there should be an SSM or IBT representative at these 6 events. Changes to this schedule, if appropriate, will only be made with the approval of the PUBLIC BODY.

5. The RFQ required the incorporation and updating previous regional needs assessments - Demand for broadband and advanced telecommunication services including:
 - (1) Identify existing land based and wireless technologies
 - (2) Map existing land based and wireless technologies
 - (3) Identify existing level of utilization of communication technology by residential, business and public stakeholders
 - (4) Inventory current communication technology pricing and service
 - (5) Identify existing locations that lack desired technology service

The guidelines by VDHCD do not require the incorporation and updating of previous regional needs assessments supplied by the PUBLIC BODY. However, if data from the previous surveys is deemed pertinent and useful by the CONTRACTOR, it will be incorporated into the final product.

6. The VDHCD guidelines require among other information the location of current telecommunications providers' infrastructure, the current rates they are charging for services, demand of those telecommunications services used and projected to be used by current and future customers, and customer needs (and quantification). GIS mapping is to be used for the design showing existing telecommunications infrastructure, public and private rights-of-way, and proposed routes of "Last Mile" solutions. Also, required is information on future plans for broadband deployment by current providers, as well as proposed rates, types of services to be offered, technical support and how it all relates to the particular community and surrounding region.

There is insufficient money budgeted for the CONTRACTOR to map the location of existing infrastructure of multiple providers in detail for the entire study area. What is proposed to satisfy this task is to generally highlight the routes of infrastructure that will be pertinent to design and implementation planning and decision making, just as proposed fiber routes. In addition, it is our experience that service providers rarely will provide business related information such as infrastructure maps, demand aggregation for services, projected use by customers, quantification of customer needs, future plans for broadband deployment, proposed rates, types of services to be offered, and how technical support relates to a particular community and surrounding region. While the information will be requested of the current providers, our experience has indicated in most cases unwillingness by the service providers to share this information. Some related information is usually collected from the surveys, but the CONTRACTOR will only be able to report on this information to the extent the information is provided and/or readily available. The PUBLIC BODY is expected to assist the CONTRACTOR request and collect this information from the service providers. This proposed scope of mapping the infrastructure was reviewed with the representatives of VDHCD and the PUBLIC BODY and found to be acceptable.

7. Under the design, there is the requirement to develop network electronics specifications and sites to house them (co-location facility). As previously discussed, it is not intended to provide vendor specific or bidding level technical specifications (such as power needs, electronic wiring specifications, etc.), but rather identify the major network components that specifications will need to address in a future phase. This work will be included in sufficient detail that preliminary cost range estimates for construction of the proposed solutions can be developed.
8. The VDHCD guidelines require GIS mapping to be used for public and private rights-of-way (ROW). While public and private right-of-ways issues will be discussed and will be mapped where identified, provided and readily known or proposed, there is no intention of conducting any land survey and legal descriptions for easements and right-of-ways nor provide specific details such as ROW widths, existing utilities, topography and geotechnical features, etc. Again, this proposed scope of mapping the infrastructure was reviewed with the representatives of VDHCD and the PUBLIC BODY and found to be acceptable.
9. The VDHCD guidelines require that federal, state and local regulatory and legal issues will be researched. The establishments of standards and rules for usage by entities wanting to use the network, e.g. re-selling bandwidth, decency issues, etc. are to be evaluated. The CONTRACTOR

will research these issues relating our findings. No legal counsel involvement is included in this work. Legal advice and opinions are beyond the scope of this study.

10. Per the VDHCD guidelines, a Business Plan is to be developed. Some of the components to be included in the plan are projected operational costs and revenues, a conceptual rate structure that will generate sufficient revenue to cover the expenses associated with maintenance and bandwidth while allowing the entity to sustain itself. Service providers in the community will be identified along with any expressed willingness to be a provider on the network.

A preliminary business plan will be developed addressing the major components associated with operational costs and revenues, and minimum rate revenue that would be needed to cover the expenses. The plan will not include all elements of a final comprehensive business plan. For example, final business plans would usually include a marketing plan which addresses message that is desired to be conveyed, the type of brochures, advertising media, and much more detail than will be included in this preliminary business plan. If implementation proceeds and the project goes to design for bidding, actual costs will refine the business plan, as will competition at the time of launching services.

A concern worth noting is that VDHCD guidelines state it will only invest implementation monies in “Last Mile” broadband connectivity solutions for business, medical and educational facilities. Our experience with fiber build-out is that while these entities are often large bandwidth users, without residential customers it will be extremely difficult to recover full costs and have a sustainable network with the limited quantity of just businesses, schools and health care facilities.

While initial interest by service providers will be investigated as to their willingness to be a provider on the network, experience has shown that few providers will commit to using the network or partnering with the community until all the contractual provisions and agreed upon rates are negotiated, which is beyond the scope of work for this phase of the project. According to the guidelines provided by VDHCD, the stated desired outcome of this planning effort is to provide a tool for communities to assist in future implementation of the construction of broadband projects. The proposed resulting preliminary business plan will be a tool which can be used to build a more comprehensive, adoptable business plan.

It is important that the PUBLIC BODY or steering committee for the project recognize that as the project proceeds, due to unforeseen events and findings the scope may warrant modification to ensure the project resources are spent most efficiently.

Please note, some extra service options that were contained in our submittal to the RFQ were eliminated in an effort to curtail expense. The items deleted include:

- consulting regulatory legal counsel and providing a legal analysis of the local agreements and regulatory factors that improve or deter state-of-the-art communication technology investments locally;
- providing an extranet, detailed project schedule tracking of critical activities to the PUBLIC BODY (although progress will be provided with the invoice), as well as providing data warehousing services.

In addition, given the limited number of service providers in the region, in lieu of developing a service provider survey, it is felt that telephone or face-to-face discussions with service providers for input may be the most effective way to garner information. Also, if federal, state or other project representatives need to be interviewed that are not located in the community for easy participation in the input meetings, telephone interviews may be used.

The attention to detail outlined in the clarifications described above combined with attached table, underscores the CONTRACTOR's proposed comprehensive approach to telecommunications planning that will accomplish identifying the need within the community and the potential impacts that broadband telecommunications infrastructure would produce. The final product of the planning process will be the development of a Community Telecommunications Plan including:

- analysis of existing telecommunications conditions
- defining broadband goals and developing action steps to achieve the goals

The CONTRACTOR is confident the outcome of this planning effort will provide a tool for the community to assist in future implementation of construction of broadband projects that will enhance educational opportunities, improve medical services, enhance economic development opportunities, and improve quality of life in the community. The SSM/IBT team has the needed experience not only in planning and analysis, but also telecommunications and technology. We look forward to working with the community and steering committee on this project. If you should have any questions or concerns, please do not hesitate to contact me.

Sincerely,

SPOTTIS, STEVENS and McCOY, INC.

Keith A. Hill, P.E.

Vice President, Management Consulting Services

Attachment: Table of Proposed Scope of Work, Means to Accomplish, Timeline and Fixed Sum Fee

Telecommunication Planning Services for the Town of Chincoteague Broadband Planning Project

PROPOSED SCOPE OF WORK, MEANS TO ACCOMPLISH, TIMELINE AND FIXED SUM FEE

Milestones	Mile-stone Id	Task Description	Proposed Means to Accomplish		Milestones (Assuming start by August 28, 2006)	Comments
				Preliminary Completion Date	Final Completion Date	
Contract Negotiation					Aug. 28, 2006	
A. PROJECT KICK-OFF		On-site project kick-off meeting to review project objectives, schedule, data collection, public relations and project management.			Sept. 15, 2006	
1. NEEDS ASSESSMENT		Review Current Communication Technology Conditions	Summary - Collect existing GIS maps and data files as needed by coordinating with technology coordinators; multiple GIS project data layers are intended to be created which will assist in identifying needs and strategies; investigate private/commercial data sources; surf the Internet for applicable data and resources; conduct input meetings from stakeholders such as economic development representatives to identify existing/planned industrial-commercial parks and community growth corridors; solicit input from end-user surveys and telephone interviews or face-to-face meetings with service providers; explain findings to the public to seek input; and identify future need and operational improvements analyze for state-of-the-art communication technology.	Dec. 22, 2006	Feb. 28, 2007	Using readily available data
	1a	Method to assess the level of demand, needs and usage	Benchmark against commonly recognized broadband speeds and technology; use of end-user survey, telephone interviews or face-to-face meetings with service providers, GIS mapping results, analyze against census data and other comparisons			
	1b	Gap analysis of existing telecommunications services in relation to demand and existing and future broadband availability	Use of end-user survey, telephone interviews or face-to-face meetings with service providers, GIS maps /analyze results; investigate service provider future business plans where provided. The PUBLIC BODY needs to provide the CONTRACTOR with address lists and contact person if known (electronically if available) for mailing of surveys to residents, businesses, health care facilities and education institutions.			



Milestones	Milestone Id	Task Description	Proposed Means to Accomplish		Milestones (Assuming start by August 28, 2006)	Comments
				Preliminary Completion Date	Final Completion Date	
	1c	Identify trends in use of broadband by existing and potential customers, as well as other pertinent trends	Use of end-user survey, telephone interviews or face-to-face meetings with service providers, regulatory agency information; reference worldwide trends from industry related resources			
	1d	Examine user rates	Use of end-user survey, telephone interviews or face-to-face meetings with service providers, on-line research, GIS maps/analyze results			
	1e	Development projections of future potential broadband service	Investigate service provider future business plans where provided, as well as analyze need responses from end-user survey; refer to industry resources regarding user information and future projections; discuss progress and evolving technologies			
	1f	Examine how the community's efforts relate to on-going and future regional telecommunication efforts	Examine the role and impact of community's efforts today, as well as what future roles and initiatives the community should pursue			
2. BROADBAND EDUCATION DEVELOPMENT STRATEGIES AND END USER APPLICATION IDENTIFICATION			Summary - Provide case studies to use as a learning tool to highlight other applicable similar initiatives such as public/private service provisioning business models; use of end-user survey input, telephone interviews or face-to-face meetings with service providers; GIS maps /analyze results to identify uses and applications, as well as interviews with stakeholders	Dec. 22, 2006	Feb 28, 2007	
	2a	Investigate current programs available in the community and inventory current resources	On-line research, investigate broadband education programs in schools, vo-tech centers, major employer programs, local news media, and service provider literature; Review existing marketing literature for current terminology used and method used to describe state of telecommunications			
	2b-	Denote training gaps	Weaknesses in the current programs will be identified and recommendations provided how to strengthen, as well as indicate where missing altogether and new program(s) need to be implemented			
	2c	Research and identify potential training partners to provide additional broadband education programs	Explore the availability and feasibility of utilizing or establishing training partners such as government sponsored programs, associations, schools and major employers, etc.; economic development trends will be analyzed with an emphasis on available technology and availability of skilled technical labor			



Milestones	Milestone Id	Task Description	Proposed Means to Accomplish		Milestones (Assuming start by August 28, 2006)	Comments
				Preliminary Completion Date	Final Completion Date	
	2d	Identify common and customer specific broadband uses and applications and assist the community in developing a strategy for expanding their availability	Use of end-user survey, telephone interviews or face-to-face meetings with service providers; GIS maps /analyze results to identify uses and applications, as well as interviews with businesses, schools, etc.; assist in developing a strategy expanding their availability utilizing tools such as incentive programs, potential available funding sources, public educational seminars, library seminars, school visitation and presentation, public meetings, employer education programs, development of talking points that address technical challenges, etc.			
3. LAST MILE CONNECTIVITY SOLUTIONS			<p>Summary - A strategic plan will be developed that will provide recommendations to accomplished the objectives and goals defined within the Community Broadband Plan to include:</p> <p>(1) Suggested implementation steps for overall success and build-out</p> <p>(2) Potential result of the suggested build-out such as totally wireless central business districts, limitless fiber accessibility between all area higher education institutions, all new subdivisions with complete access, etc.</p> <p>(3) Required changes in structure and operations from existing conditions</p> <p>(4) Address alternative approaches and show the CONTRATOR's recommended approach</p> <p>The CONTRACTOR will generally prioritize the areas of focus for implementation recommendations and provide a generalized deployment strategy identifying the top areas in the region with the greatest potential for successful, affordable deployment</p>	Feb. 16, 2007	Feb. 28, 2007	
	3a	Provide a variety of options for achieving last mile connectivity based on community needs and tie-in to the areas of economic development potential, education, and health care	The economic development features, such as commercial/industrial parks, select sites, major employers, growth corridors, opportunity zones, etc. will be mapped and overlaid with the area's existing technologies to view options for last mile connectivity, as well as the potential for new infrastructure to be built			
	3b	Provide recommendations to reach outlying areas of remote sites along with descriptions of capabilities of existing technologies	The various technologies and techniques to accomplish "Last Mile" connectivity will be described along with recommendations to pursue to reach outlying areas			
	3c	Delineate coverage area for fiber optic connection and the means to deliver service beyond fiber connections	Coverage areas will be delineated for consideration of fiber long-haul and backhaul routes to transport bandwidth for last mile connectivity technologies			



Milestones	Milestone Id	Task Description	Proposed Means to Accomplish		Milestones (Assuming start by August 28, 2006)	Comments
				Preliminary Completion Date	Final Completion Date	
4. PRELIMINARY DESIGN AND COST ESTIMATES			Summary - Outside plant data collection by conducting a drive by pole make ready work assessment preliminary inspection to determine extent of needed make-ready work and confirm location of existing fiber if a network build is a viable option; capital and operating cost components and ranges will be provided, as well as service and soft costs (engineering, funding costs, administration costs, etc.)	Feb. 16, 2007	Feb. 28, 2007	Generalized, not individual pole assessment
	4a	Develop a preliminary design of a broadband telecommunications network outlining the type of installation, percentage of each type, and cost for each (fiber-optic cable [aerial or buried], wireless, or other state-of-the-art technology)	A conceptual preliminary design of a broadband telecommunications network will be provided with major components identified and cost range provided for capital costs, operating costs, service costs, soft costs, etc. In addition, potential penetration/take rate projections will be addressed, and potential revenues projected to analyze the conceptual feasibility of a proposed solution.			
	4b	Identify rights-of-way	While public and private right-of-ways issues will be discussed and will be mapped where identified, provided and readily known or proposed, there is no intention of conducting any land survey and legal descriptions for easements and right-of-ways nor provide specific details such as ROW widths, existing utilities, topography and geotechnical features, etc.			
	4c	Identify network electronics specifications	Network Operating Center (NOC) equipment, outside network interface demarcation terminals (ONT), incremental NOC equipment, voice switches, video headend and other network major components will be identified. It is not intended to provide vendor specific or bidding level technical specifications (such as power needs, electronic wiring specifications, etc.), but rather identify the major network components, such as laser drive electronics, that specifications will need to address in a future phase, and include preliminary cost range estimates for construction of the proposed solutions.			
	4d	Include preliminary cost estimates for construction of the proposed solutions	Capital construction costs will be addressed such as make-ready work, outside plant transport infrastructure, NOC and equipment, ONTs, headend facilities, switch components, tower construction/lease, antenna, modems, network components such as firewalls, routers, enclosures, etc.			



Milestones	Milestone Id	Task Description	Proposed Means to Accomplish		Milestones (Assuming start by August 28, 2006)	Comments
				Preliminary Completion Date	Final Completion Date	
	4e	GIS mapping of a) existing telecommunications infrastructure, b) areas of need, and c) proposed infrastructure routes of “Last Mile” solutions (base mapping to be provided)	<p>The consultant’s have a full in-house GIS department to meet all the GIS requirements and needs of the project including proposed routes of “Last Mile” solutions. There is insufficient money budgeted for the CONTRACTOR’s to map the location of existing infrastructure of multiple providers in detail for the entire study area. What is proposed to satisfy this task is to generally highlight the routes of infrastructure that will be pertinent to design and implementation planning and decision making, just as proposed fiber routes.</p> <p>It is our experience that service providers rarely will provide business related information such as infrastructure maps, demand aggregation for services, projected use by customers, quantification of customer needs, future plans for broadband deployment, proposed rates, types of services to be offered, and how technical support relates to a particular community and surrounding region. While the information will be requested of the current providers, our experience has indicated in most cases unwillingness by the service providers to share this information.</p>			Some related information is usually collected from the surveys, but the CONTRACTOR will only be able to report on this information to the extent the information is provided and/or readily available. The PUBLIC BOY is expected to assist the CONTRACTOR’s request and collect this information from the service providers.
5. ORGANIZATION AND NETWORK OPERATION OPTIONS			<p>Summary - A written detailed report (including appropriate graphics that highlights the findings of the project) will be provided which typically would include:</p> <ul style="list-style-type: none"> (1) Executive Summary (2) Project Profile – Objectives/characteristics (demographics)/economic development initiatives/approach/scope of work/maps/survey/input (3) Service and competitive assessment – Needs and target areas/providers (4) Technology Analysis – Characteristics/Current and future technology (5) Obstacles, Solutions, Considerations (6) Conceptual Design and Cost Tables (7) Penetration/Take Rate Projections (8) Strategic Plan and case studies (9) Conclusions and recommendations <p>Deliverables – One (1) hard copy and one electronic copy for easy duplication, as well as a Power Point presentation of study and handouts for presentation of findings and developed Community Broadband Plan</p>	Feb. 21, 2007	Feb. 28, 2007	



Milestones	Milestone Id	Task Description	Proposed Means to Accomplish		Milestones (Assuming start by August 28, 2006)	Comments
				Preliminary Completion Date	Final Completion Date	
	5a	Provide a comprehensive presentation of the possible organizational/ownership structures for proposed broadband infrastructure networks – including but not limited to (as allowed by Virginia Law) owner-operator, public-private partnerships, lease-hold agreements.	Organizational/ownership structures and business models will be addressed as allowed by Virginia Law highlighting the benefits and drawbacks of the options available. While the CONTRACTOR will research and comment on such issues where the information is readily available, there is no money in the budget and therefore in the scope of work for an attorney, and the PUBLIC BODY must understand that the CONTRACTOR cannot provide legal advice or opinions, and the study will not forfeit the need to have an attorney involved if the proposed Community Broadband Plan proceeds to address legal and regulatory requirements.			No legal counsel involvement is included in the budget for this work. Legal advice and opinions are beyond the scope of this study.
	5b	Address potential staffing requirements, legal requirements, maintenance, and budgeting estimates	In addition to addressing potential staffing requirements, general legal requirements, and maintenance issues, cost ranges will be provided for budgeting estimates associated with service provisioning such as dark fiber lease/bandwidth transport, bandwidth purchase, content purchase, as well as operating costs such as customer service representatives, marketing materials, billing clerk/software/invoices, technical field personnel, technical office personnel, facility/furnishing leasing and training costs.			
	5c	Identify Internet service providers in the community and investigate their willingness to be a provider on future network projects	From telephone interviews or face-to-face meetings with service providers, public-private partnerships and intergovernmental partnerships will be identified. Those providers that are willing to work with the community on network projects will be identified.			While initial interest by service providers will be investigated as to their willingness to be a provider on the network, experience has shown that few providers will commit to using the network or partnering with the community until all the contractual provisions and agreed upon rates are negotiated, which is beyond the scope of work for this phase of the project.



Milestones	Milestone Id	Task Description	Proposed Means to Accomplish		Milestones (Assuming start by August 28, 2006)	Comments
				Preliminary Completion Date	Final Completion Date	
	5d	Research federal, state and local regulatory and legal issues. Guidelines for standards and rules for usage by entities wanting to use the network, e.g. re-selling bandwidth, decency issues, etc. are to be evaluated.	While the CONTRACTOR will research and comment on such issues where the information is readily available, there is no money in the budget and therefore in the scope of work for an attorney, and the PUBLIC BODY must understand that the CONTRACTOR cannot provide legal advice or opinions, and the study will not forfeit the need to have an attorney involved if the proposed Community Broadband Plan proceeds to address legal and regulatory requirements.			No legal counsel involvement is included in the budget for this work. Legal advice and opinions are beyond the scope of this study.
	5e	Develop a Business Plan While initial interest by service providers will be investigated as to their willingness to be a provider on the network, experience has shown that few providers will commit to using the network or partnering with the community until all the contractual provisions and agreed upon rates are negotiated, which is beyond the scope of work for this phase of the project.	A preliminary business plan will be developed addressing the major components associated with operational costs and revenues, and minimum rate revenue that would be needed to cover the expenses, but the PUBLIC BODY must realize that it will only be the beginning of creating a comprehensive business plan. For example a marketing plan is usually addressed in a business plan as to the message that is desired to be conveyed, the type of brochures, advertising media, and much more detail than what will be included in this preliminary business plan. If implementation proceeds and the project goes to design for bidding, actual costs will refine the business plan, as will competition at the time of launching services. According to the guidelines provided by VDHCD, the stated desired outcome of this planning effort is to provide a tool for communities to assist in future implementation of the construction of broadband projects. The proposed resulting preliminary business plan will be a tool which can be used to build a more comprehensive, adoptable business plan.			
6. FUNDING STRATEGIES FOR FUTURE IMPLEMENTATION PROJECTS			Summary – In addition to providing potential funding resources, since a conceptual design and cost range will be provided, potential funding costs can be addressed such as interest rate projections, underwriting fees, etc.	Feb. 21, 2007	Feb. 28, 2007	



Milestones	Milestone Id	Task Description	Proposed Means to Accomplish		Milestones (Assuming start by August 28, 2006)	Comments
				Preliminary Completion Date	Final Completion Date	
	6a	Provide information on the availability and relevance of potential funding sources for any future projects that arise from the recommendations in the Plan, including governmental sources, foundations, and private resources	Potential funding sources will be provided from Federal, state, and county/local government sources, as well as foundation, non-profit organization, institutional, private, grants, and special interests (i.e., telemedicine, educational, etc.) resources.			
7. REQUIRED PROCESS ELEMENTS			Summary - If necessary, a file transfer protocol (FTP) can be set up to reduce problems associated with transferring electronic file information over less robust networks and bandwidth during the project. By using GIS, large volumes of data can be converted if necessary and put into a Geo-database for analysis, storage and representation.	Public Hearing Feb. 19, 20 or 21, 2006	Feb. 28, 2007	
	7a	Public Hearing (meeting)	Attendance and participation at a public hearing (meeting) will be provided, along with preparation of easy to understand hand outs and a Power Point presentation prepared to educate the general public on the technology and attributes of the Community Broadband Plan.			



Milestones	Milestone Id	Task Description	Proposed Means to Accomplish		Milestones (Assuming start by August 28, 2006)	Comments
				Preliminary Completion Date	Final Completion Date	
	7b	Monthly meetings with the project management team on the Eastern Shore (held in person when the CONTRACTOR [consultant] or subcontractor [sub-consultant] is on site or by conference call when the CONTRACTOR is not on site)	<p>The following events are when the consulting team has scheduled a representative to be on site, and it is suggested that the steering committee meet with the CONTRACTOR or CONTRACTOR's representative when coinciding with completing these events.</p> <ul style="list-style-type: none"> • Project Kick-Off (Keith Hill, SSM Scheduled) • On-Site Make Ready Work Assessment and Concurrent Meeting with Economic Development Representatives (CCS and Keith Hill Scheduled) • On-Site Design Meeting with Service Providers (Mike Bowers, ICON Scheduled) • Meeting with the Steering Committee to Review Options (Keith Hill Scheduled) • Required Public Hearing [actually a public input meeting] (Judy Bentley, ICON Scheduled) • Final Presentation of Report (Keith Hill Scheduled) <p>As can be seen, there are actually six (6) events scheduled for on-site meetings during the six (6) month project. The CONTRACTOR or Subcontractor representative may be different, depending on the event, but there should be an SSM or ICON representative at these 6 events.</p> <p>In addition, some times a telephone conference call with the project management team can be used to augment the on-site meetings.</p>			
	7c	Weekly updates against project milestones	While verbal weekly updates to a project manager/representative can be provided to the project manager, written monthly updates for the entire steering committee is more practical and cost effective. Such updates will provide details of tasks performed and an estimated percent completion for each of the milestones			
	7d	Provide the end product to be the property of the locality	The end product broadband telecommunications plan will be the property of the locality, including the GIS data, with the exception of any proprietary and/or confidential information			
LUMP SUM FIXED SUM FEE PROPOSAL		Eighteen Thousand Dollars			Final Plan Feb. 28, 2007	\$18,000



FEE PROPOSAL

The above quoted project fee provides takes into consideration an approximate 2% discount for a lump sum, fixed fee basis. This type of fee helps hold down costs. A time and materials proposal typically adds more expense due to the additional administrative tasks of unit rate billing work. In addition to a discount savings, the benefit of this type of fee is knowing what to budget for. If the PUBLIC BODY would want a change in scope of work during the project, a change order would need to be approved. The following Project Rate Schedule would apply if the PUBLIC BODY would desire to request a change order. No additional work or costs would occur without first written approval of the authorized representative.

The proposal for the scope of services proposed and outlined by SSM and IBT for the Lump Sum Fixed Fee is Eighteen Thousand Dollars (\$18,000). This amount is based on the assumption that information from data sources will be readily available within reason, made available to the CONTRACTOR in electronic format if available and allow use at no charge, and be in an organized manner. This amount also assumes that staff and other key stakeholders will be active participants in the project, help obtain all the necessary information where able, make decisions in a timely manner, provide mailing lists and addresses if need be, coordinate interviews and other meetings, and identify other stakeholders, key organizations, individuals and other entities whose input is critical to completing the study and ensure a meaningful report.

The following Project Rate Schedule is valid through February 28, 2007. The period of performance for this program is anticipated to be from August 28th through February 28, 2007. A payment schedule will be addressed in the service agreement and are to be made during the term of the agreement based upon invoices detailing percent work completed and tasks performed that allows the community to determine that satisfactory progress was made. Upon delivery of the final report copies to the communities and their acceptance and approval, the CONTRACTOR will submit a bill for the balance due on the contract. It is understood that the community will withhold 20% of the total contract amount until final delivery and acceptance of the Community Broadband Plan.

Project Rate Schedule

<u>Description</u> ⁽¹⁾	<u>Charge Rate</u>
Administrative Support	\$ 46.00 per hour
Survey Technician, Drafter, Project Support	\$ 58.00 per hour
Specialist, Project Representative, Designer	\$ 71.00 per hour
Survey Party, Specialist II	\$ 79.00 per hour
Land Surveyor, Senior Project Representative, Specialist III	\$ 95.00 per hour
Technical Manager, Engineer, Senior Designer, Senior Specialist, Senior Programmer/Analyst	\$ 104.00 per hour
Senior Technical Manager, Senior Engineer, Senior Project Manager, Senior Management Consultant	\$ 114.00 per hour
Travel Time	\$ 65.00 per hour

These rates do not include any applicable sales tax. Project related expenses chargeable to the PUBLIC BODY include travel and living expenses for all personnel required to be away from the office in connection with the work; long distance telephone charges; postage and shipping costs of samples and other materials; job expendable materials and supplies; special equipment rental; printing; reproduction;

¹ The terms "Engineer" and "Surveyor" are strictly limited to those individuals who are registered professionals in their respective disciplines. Use of these terms in titles or by reference is governed.

electronic data processing; and the use of Spotts, Stevens and McCoy, Inc., IBT and CCS and its employees' vehicles. Overtime rates of 1.5 times normal rates apply to non-exempt employees for projects requiring overtime previously approved by the PUBLIC BODY. The services of outside consultants or specialists are charged at cost plus ten percent (10%). Standard billing terms apply.

The RFQ and proposal address the first steps towards investigating and developing a Community Broadband Plan . If the study and resulting actions of the PUBLIC BODY result in proceeding to implement the plan, just some other considerations to be addressed that are not part of this phase of the project may include:

- design services
- detailed cost estimates
- detailed make-ready work needs
- pole attachment/trench use rights and permits
- bidding documents and construction management
- complete market assessment with projected penetration/take rates
- service offerings and pricing recommendations
- development of a detailed business plan and marketing program with materials
- billing considerations such as bill design, software, hardware, collection practices, etc.
- operation policy development such as connect/disconnect of service
- content acquisition
- service partnership agreements

In summary, the Community Broadband Plan will contain a needs assessment, broadband education and application development strategies, address “Last Mile” connectivity solutions alternatives, preliminary design and construction cost range estimates, organizational and operational recommendations for future network implementation projects, and funding strategies.

SSM and IBT look forward to working with the staff and officials in exploring this community broadband planning project. We welcome the opportunity to review our proposal and approach in more detail with the project representatives during the kick-off meeting to address any questions they have.

Thank you for allowing SSM and IBT to become integrated partners with the community on this important initiative. If you should need additional information, please contact me.

Sincerely,
SPOTTTS, STEVENS and McCOY, INC>

Keith A. Hill, P.E.
Vice President
keith.hill@ssmgroup.com

MEMORANDUM

To: Mayor & Town Council

From: Robert G. Ritter Jr., Town Manager

Date: August 28, 2006

Subject: Setbacks on Corner Lots

At the last Council meeting (August 17, 2006) the Mayor and Council had sent back to staff to look into the set back requirements for corner lots. Kenny Lewis and I looked into the corner lot set back regulations which is in four sections of the zoning ordinance (R-2, R-3, C-1, & C-2). These four zoning districts will require changing with the same wording.

Sections 3.6.5, 3.9.5, 4.3.5, & 4.6.5 - Corner Lots item (2) rewording as:

“The side yard setback abutting a street, road, right-of-way, or easement shall be 15 foot for both main and accessory structures”.

This wording would decrease the side yard set back for corner lots to 15 feet total instead of 25 feet for R-2 & R-3 and increase the side yard set back 5 feet for C-1 & C-2. This would make it consistent for the four types of zoning for the corner lot set back. It will also allow an antique site triangle for safety reasons. Kenny and I are recommending a motion to read:

“Move that giving consideration to the public necessity, convenience, general welfare, and good zoning practices, that the following proposed amendments to the Town of Chincoteague Zoning Ordinance be referred to the Town Planning Commission pursuant to section 15.2-2285 for their recommendations, such recommendations to be made only after Notice and Public Hearing in Accordance with Section 15.2-2204.

Sections 3.6.5, 3.9.5, 4.3.5, & 4.6.5 - Corner Lots item (2) rewording as:

The side yard setback abutting a street, road, right-of-way, or easement shall be 15 foot for both main and accessory structures.”

The Planning Commission shall report its recommendations, with any explanatory materials, within ninety (90) days of its first meeting to consider the proposed amendments.

THIS DEED OF VACATION is made this ____ day of _____, 2006 by Anastasios Vasiliou and Steve Katsetos, parties of the first part, to be referred to as “Grantors” and Grantees” for indexing purposes, and the Town of Chincoteague, party of the second part, pursuant to section 15.2-2272 of the Code of Virginia of 1950, as amended; and

The Grantors hereby, agree and request the vacation of a certain plat of survey situated in the Town of Chincoteague entitled “ William M. Birch Development” dated August 10, 1964 made by R. L. Beebe, C.E., to show Lots 1 through 13, said plat being recorded in the Clerk’s Office of the Circuit Court of Accomack County, Virginia in Plat Book 13, page 6 and “The Wagon Wheel” dated March 9, 1982 made by Marshall, McKee & Associates, to show Lots 1 through 12, said plat being recorded in the Clerk’s Office of the Circuit Court of Accomack County, Virginia in Plat Book 26, page 20, reference to said plat being hereby made for a more particular description of the herein conveyed property, and in which subdivision the property line dividing Lot 1 of the “Wagon Wheel Subdivision” and Lot 5 of the “William M. Birch Development” be vacated, and such property line be relocated 89.77’ into Lot 5 of the “William M. Birch Development.

WHEREAS, the basis of said vacation is at the request of owners of said lots for the purpose of construction of a 6 unit townhouse located on Lot 1.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF CHINCOTEAGUE :

1. That the property line between Lot 1 of the “ William M. Birch Development” dated August 10, 1964 made by R. L. Beebe, C.E., said plat being recorded in the Clerk’s Office of the Circuit Court of Accomack County, Virginia in Plat Book 13, page 6 and Lot 5 of “The Wagon Wheel” dated March 9, 1982 made by Marshall, McKee & Associates, said plat being recorded in the Clerk’s Office of the Circuit Court of Accomack County, Virginia in Plat Book 26, page 20, be vacated, and such property line be relocated 89.77’ into Lot 5 of the “William M. Birch Development.
2. That a certified copy of the Ordinance be recorded in the Clerk’s Office of the Circuit Court of Accomack County, Virginia.

The effective date of the Ordinance shall be upon adoption.

Approved this ____ day of _____, 2006

WITNESS the following signatures and seal:

_____(SEAL)
Anastasios Vasiliou

_____(SEAL)
Steve Katsetos

Agreed:

TOWN OF CHINCOTEAGUE

By:_____
Robert Ritter, Town Manager

STATE OF _____
COUNTY/CITY OF _____

The foregoing instrument was acknowledged before me this ____ day of
_____ 2006, by Anastasios Vasiliou.

Notary Public _____

My commission expires:_____

STATE OF _____
COUNTY/CITY OF _____

The foregoing instrument was acknowledged before me this ____ day of
_____ 2006, by Steve Katsetos.

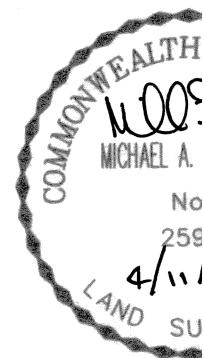
Notary Public _____

My commission expires:_____

DECEMBER 11, 1986 AND RECORDED IN THE CLERK OF
OFFICE IN DEED BOOK 515 AT PAGE 468.

THE PROPERTY EMBRACED WITHIN THIS SUBDIVISION WAS
CONVEYED TO ANASTASIOS VASILIOU & STEVE KATSETOS
MAURICE E. SMITH & BILLIE R. SMITH, HIS WIFE BY INSTR
DATED JANUARY 23, 1996 AND RECORDED IN THE CLERK
COURTS OFFICE IN DEED BOOK 707 AT PAGE 164.

I, MICHAEL A. STARLING, A LICENSED LAND SURVEYOR
HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME,
UNDERSIGNED, AT THE DIRECTION OF THE OWNER, A
THIS SUBDIVISION IS ENTIRELY WITHIN THE BOUNDARY
COVERED BY THE DEED DESCRIBED BELOW, AND THAT
ARE ACTUALLY IN PLACE AT POINTS MARKED THUS, "X"
AND THAT THEIR LOCATIONS ARE CORRECTLY SHOWN.



MARTHA COLLINS EVERETT
LOT 4
TAX PARCEL #30AG-7-4
(WB 57, PG 699)
(PB 13, PG 6)

(PLAT BOOK 26, PAGE 20)

ANASTASIOS VASILIOU
& STEVE KATSETOS
REMAINDER OF LOT 1
TAX PARCEL #30AG-18-1
(DB 515, PG 468)
(PB 26, PG 20)
AREA = 16,514 SF
OR 0.379 AC

LOT 1
AREA = 25,500 SF
OR 0.585 AC

ASSUNTA TARALLO
LOT 8
TAX PARCEL #30AG-18-8
(DB 491, PG 841)
(PB 26, PG 20)

PROPERTY LINE
HEREBY VACATED

PROPERTY LINE
HEREBY ESTABLISHED

SEPTIC
TANK

LOT 5
AREA = 12,132 SF
OR 0.278 AC

EXISTING
1-STORY FRAME

ANASTASIOS VASILIOU
& STEVE KATSETOS
LOT 5
TAX PARCEL #30AG-7-5
(DB 707, PG 164)
(PB 13, PG 6)
AREA = 21,119 SF
OR 0.485 AC

ANASTASIOS VASILIOU
& STEVE KATSETOS
LOT 6
TAX PARCEL #30AG-7-6
(DB 707, PG 164)
(PB 13, PG 6)

ANASTASIOS VASILIOU
& STEVE KATSETOS
LOT 7
TAX PARCEL #30AG-7-6
(DB 707, PG 164)
(PB 13, PG 6)

BOUNDARY LINE ADJUSTMENT
OF

Lot 1 - "The Wagon"

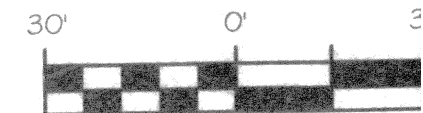
(PLAT BOOK 26, PAGE 20)
TAX PARCEL #030AG180

Lot 5 - "William M. Birc"

(PLAT BOOK 13, PAGE 6)
TAX PARCEL #030AG0700
TOWN OF CHINCOTEAGUE
ACCOMACK COUNTY, VIRGINIA
MARCH 30, 2006

Shoreline Survey

25379 Lankford Highway, Suite 100
Onley, Virginia 23111
PHONE (757) 789-3960 FAX (757) 789-3961



GRAPHIC SCALE
1" = 30'

SCALE: 1" = 30'

